

State of Vermont
Application for Eligibility Form
Federal Surplus Property Program

PART A

Legal Name of Agency:
Address:

<p>PUBLIC AGENCY () means a program or programs carried out by a public agency which are legally authorized in accordance with the laws of the State or political subdivision thereof, and for which public funds may be expended. Public purposes include but are not limited to programs such as conservation, economic development, education, parks and recreation, public health, and public safety.</p>	<p>PRIVATE AGENCY () means a nonprofit educational or public health institution or organization, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, and which has been held to be tax exempt under the provisions of Section 501 of the internal Revenue Code of 1954.</p>
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The applicant certifies to the following terms and conditions:

- (1a) It is a public agency; or
- (1b) a nonprofit educational or public health institution or organization, exempt from taxation under Section 50a of the Internal Revenue Code of 1954; within the meaning of section 203 (j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purposes. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State Agency.
- (3) Funds are available to pay all costs and charges incident to donation.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964 and Title VI, Section 606, of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 Rehabilitation Act of 1973.

(B) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

- (1) All items of property shall be placed in use for the purposes for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
- (2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property.
- (3) In the event the property is not so used or handled as required by Part B 1 and 2, title and right to the possession of such property shall at the discretion of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

C THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:

- (1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property is placed in use, except for such items of major equipment on which the State agency designates a further period of restriction.
- (3) In the event the property is not so used as required by Part C 1 and 2 and Federal restriction Part B 1 and 2 have expired, then title and right to the possession of such property shall at the option of the State agency revert to the State of Vermont and the donee shall release such property to such person as the State agency shall direct.

D THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

- (1) From the date it receives the property and through the period(s) of time the conditions imposed by Part B 1 and Part C above remain in effect, the donee shall not sell, trade, lease, lend bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the state, without the prior approval of GSA and Part B or the State agency under Part C. The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA or by the State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.
- (2) In the event any of the property is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise imposed by Part B and Part C remain in effect, without the prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.
- (3) If at any time, from the date it receives the property through the period(s) of time the condition imposed by Part B and Part C remain in effect, any to the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee

shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

- (4) The donee shall make reports to the State agency on the use, condition, and location of the property, and on other pertinent matters as may be required from time to time by the State agency.
- (5) At the option of the State agency, the donee may abrogate the conditions set forth in Part C and the terms, reservations and restrictions pertinent there to in Part D by payment of an amount as determined by the State agency.

(E) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:

- (1) The property acquired by the donee is on an "as is", "where is" basis, without warranty of any kind.
- (2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, the State agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

(F) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$3,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

- (1) The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

(G) THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ALL ITEMS:

- (1) Inventory records pertaining to property transferred will be maintained by the donee in the same manner as for other property owned by the donee.
- (2) The Vermont State agency reserves the right to suspend eligibility of a donee to participate in the program for any violations of these terms and conditions until such time as corrective action has been taken to the satisfaction of the State agency.

THE APPLICANT HEREBY AGREES TO THE TERMS AND CONDITIONS

LEGAL NAME OF APPLICANT (PLEASE PRINT):	
TITLE :	
E-MAIL ADDRESS:	
TELEPHONE NUMBER:	
SIGNATURE:	DATE:

STATE AGENCY FOR SURPLUS PROPERTY

The undersigned hereby certifies that the above applicant is eligible under the Federal Surplus and Administration Services Act of 1949 as amended and pertinent regulations.

Signature:	
Title:	Date: